



PATENT

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Serial No.: 10/718,637

Confirmation No.: 9137

In re Application of:

Masashi YASUMATSU et al.

Group Art Unit: 1756

Filed: November 24, 2003

Examiner: John L. GOODROW

For: CHARGE CONTROL AGENT AND TONER FOR
ELECTROSTATIC IMAGE DEVELOPMENT

TERMINAL DISCLAIMER

US Patent and Trademark Office
Customer Service Window
Randolph building
401 Dulany Street
Alexandria, Virginia 22313-1450

Sir:

Your petitioner, Orient Chemical Industries, Ltd., a corporation residing at 7-14, Shinmori 1-chome, Asahi-ku, Osaka-shi, Osaka 535-0022, Japan, represents that it is the sole assignee of the entire right, title and interest in U.S. Patent Application Serial No. 10/618,637, filed November 24, 2003 as evidenced by an assignment from the inventors of the above-identified patent application. That assignment document (copy attached) was recorded in the U.S. PTO on November 24, 2003, at Reel 014739, Frame 0869. Your petitioner, Orient Chemical Industries, Ltd., hereby disclaims the terminal part of any patent granted on the above-identified application, which would

extend beyond the expiration date of petitioner's commonly owned U.S. Patent Application No. 10/959,069, filed October 7, 2004, sole ownership of which by petitioner, as evidenced by assignment recorded in the USPTO on May 25, 1999, at Reel 015440, Frame 0564, and hereby agrees that any patent so granted on the above-identified application shall be enforceable only for and during such period that the legal title to said patent shall be the same as the legal title to U.S. Patent Application No. 10/959,069, this agreement to run with any patent granted on the above-identified application and to be binding upon the grantee, its successors or assigns.

In making the above disclaimer, petitioner does not disclaim the terminal part of any patent granted on the above-identified application that would extend to the expiration date of the full statutory term as defined in 35 U.S.C. 154 to 156 and 173 of the prior patent, as presently shortened by any terminal disclaimer, in the event that it later: expires for failure to pay a maintenance fee, is held unenforceable, is found invalid by a court of competent jurisdiction, is statutorily disclaimed in whole or terminally disclaimed under 37 CFR 1.321, has all claims cancelled by a reexamination certificate, is reissued, or is in any manner terminated prior to the expiration of its full statutory term as presently shortened by any terminal disclaimer.

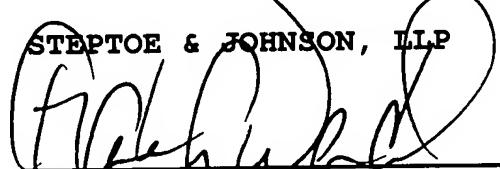
The undersigned has reviewed all the documents in the chain of title of the patent application identified above and, to the best of undersigned's knowledge and belief, title is in the assignee identified above.

The undersigned is an attorney of record authorized to act on behalf of the assignee.

I hereby declare that all statements made herein of my own knowledge are true, and that all statements made on information and belief are believed to be true; and further, that these statements are made with the knowledge that willful false statements, and the like so made, are punishable by fine or imprisonment, or both, under Section 1001, Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

Respectfully submitted,

STEP TOE & JOHNSON, LLP


Charles A. Wendel
Registration No. 24,453

Date: October 5, 2005

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Old Attorney Docket No. KOMI:030
New Attorney Docket No. 29015.0030

KOMI 030



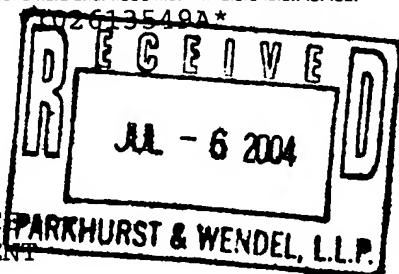
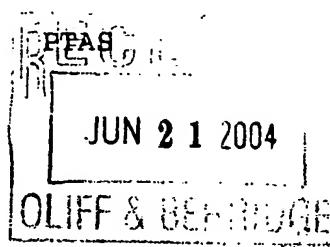
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UNITED STATES PATENT AND TRADEMARK OFFICE

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JUNE 17, 2004

OLIFF & BERRIDGE, PLC
WILLIAM P. BERRIDGE
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UNITED STATES PATENT AND TRADEMARK OFFICE
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BRIEF: ASSIGNMENT OF ASSIGNEE'S INTEREST (SEE DOCUMENT FOR DETAILS).
DOCKET NUMBER: 117860

ASSIGNEE:

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DOC DATE: 10/29/2003

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KURODA, KAZUYOSHI

DOC DATE: 10/29/2003

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DOC DATE: 10/29/2003

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DOC DATE: 10/29/2003

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DOC DATE: 10/29/2003

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DOC DATE: 10/29/2003

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SERIAL NUMBER: 10718637

FILING DATE: 11/24/2003

PATENT NUMBER:

ISSUE DATE:

TITLE: CHARGE CONTROL AGENT AND TONER FOR ELECTROSTATIC IMAGE DEVELOPMENT

MARCUS KIRK, EXAMINER
ASSIGNMENT DIVISION
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12-03-2003

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Attorney Docket No. 117860

112403

Please record the attached original document or copy thereof.

1. A. Name of conveying parties: Masashi YASUMATSU Kazuyoshi KURODA Osamu YAMATE Kaori SATO Jun HIKATA Heihachi YUSHINA	2. A. Name and address of receiving party: ORIENT CHEMICAL INDUSTRIES, LTD. 7-14, SHINMORI 1-CHOME ASAHI-KU, OSAKA-SHI OSAKA 535-0022, JAPAN
B. Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
3. A. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____	
B. Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
4. A. If this document is being filed together with a new application, the execution date of the application is: <u>(All) October 29, 2003</u>	
B. Patent Application No.(s) <u>10718637</u>	
C. Patent No.(s) _____	
Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>William P. Berridge</u>	6. Total number of applications and patents involved: <u>1</u>
Address: <u>OLIFF & BERRIDGE, PLC</u> <u>P.O. Box 19928</u> <u>Alexandria, VA 22320</u>	7. A. Total fee (37 CFR 3.41).....\$ <u>40.00</u> B. Enclosed (Check No. <u>148587</u>)
	8. Credit any overpayment or charge any underpayment to deposit account number <u>15-0461</u> .

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

William P. Berridge Registration No. 30,024
Joel S. Armstrong Registration No. 36,430

Date: November 24, 2003

Total number of pages including cover sheet, attachments, and document: 2

22581 U.S. PTO
10/718637

112403

ASSIGNMENT

(1-8) Insert Name(s) of Inventor(s)

(1)	<u>Masashi Yasumatsu</u>	(5)	<u>Jun Hikata</u>
(2)	<u>Kazuyoshi Kuroda</u>	(6)	<u>Heihachi Yushina</u>
(3)	<u>Osamu Yamate</u>	(7)	
(4)	<u>Kaori Sato</u>	(8)	

In consideration of the sum of one dollar (\$1.00) and other good and valuable consideration paid to each of the undersigned, each undersigned agrees to assign, and hereby does assign, transfer and set over to

(9) Insert Name of Assignee
(10) Insert Address of Assignee

(9)	<u>Orient Chemical Industries, Ltd.</u>
(10)	<u>7-14, Shinmori 1-chome, Asahi-ku, Osaka-shi, Osaka 535-0022, Japan</u>

(hereinafter designated as the Assignee) and Assignee's heirs, successors, assigns and legal representatives, the entire right, title and interest for the United States of America as defined in 35 U.S.C. §100, in the invention, and in all applications for patent including any and all provisional, non-provisional, divisional, continuation, substitute, and reissue application(s), and all Letters Patent, extensions, reissues and reexamination certificates that may be granted on the invention known as

(11) Insert Identification such as Title, Case Number, or Foreign Application Number

(11)	<u>Japanese Patent Application No. 2002-355598</u>
	<u>Charge Control Agent and Toner for Electrostatic Image Development</u>

(Attorney Docket No. 117860)

for which the undersigned has (have) executed an application for patent in the United States of America on even date herewith or

(12) Insert Date of Signing of Application

(12) on October 29, 2003

(13) Alternative Identification for filed applications

(13) U.S. application Serial Number _____
filed November 24, 2003

1) Each undersigned agrees to execute all papers necessary in connection with any application and any continuing, divisional or reissue applications for the invention, and any patent(s) issuing thereon, and also to execute separate assignments in connection with such applications and patents as the Assignee may deem necessary.

2) Each undersigned agrees to execute all papers necessary in connection with any interference which may be declared concerning any application or continuation or division thereof, or any patent or reissue application based thereon, for the invention, and to cooperate with the Assignee in every way possible in obtaining evidence and going forward with such interference.

3) Each undersigned agrees to execute all papers and documents and perform any act which may be necessary in connection with claims or provisions of the International Convention for Protection of Industrial Property or similar agreements.

4) Each undersigned agrees to perform all affirmative acts which may be necessary to obtain, maintain or confirm by reissue or reexamination a grant of a valid United States patent to the Assignee.

5) Each undersigned authorizes and requests the Director of Patents to issue any and all Letters Patents of the United States resulting from said application(s) to the said Assignee, as Assignee of the entire interest, and covenants that he has full right to convey the entire interest herein assigned, and that he has not executed, and will not execute, any agreements in conflict herewith, and agrees that this assignment is binding on him and his heirs, successors, assigns and legal representatives.

6) Each undersigned hereby grants the firm of OLIFF & BERRIDGE, PLC the power to insert on this assignment any further identification that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

In witness whereof, executed by the undersigned on the date(s) opposite the undersigned name(s).

Date October 29 2003
Date October 29 2003

Inventor Signature	<u>Masashi Yasumatsu</u>	(SEAL)
Inventor Signature	<u>Kazuyoshi Kuroda</u>	(SEAL)
Inventor Signature	<u>Osamu Yamate</u>	(SEAL)
Inventor Signature	<u>Kaori Sato</u>	(SEAL)
Inventor Signature	<u>Jun Hikata</u>	(SEAL)
Inventor Signature	<u>Heihachi Yushina</u>	(SEAL)
Inventor Signature		(SEAL)
Inventor Signature		(SEAL)

This assignment should preferably be signed before: (a) a Notary Public if within the U.S.A. (b) a U.S. Consul if outside the U.S.A. If neither, then it should be signed before at least two witnesses who also sign here:

Date October 29 2003
Date October 29 2003

Witness	<u>Yoshio Sato</u>
Witness	<u>Kiyoshi Sato</u>